



THE SINGARENI COLLIERIES COMPANY LIMITED

(A GOVERNMENT COMPANY)

CORPORATE MATERIAL PROCUREMENT DEPARTMENT

KOTHAGUDEM COLLIERIES P.O - 507101

DIST: BHADRADRI KOTHAGUDEM - TELANGANA (STATE)

CIN: U10102TG1920SGC000571

TELEPHONE: 91-08744-243665 - EPABX: 08744-235500

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Company Web site: www.scclmines.com

GST NO: 36AAACT8873F1Z1

NOTICE INVITING TENDERS (NIT)

Sub: Courier service for the DAK movement at Central Despatch & Courier services with in SCCL for a period of 2 years - Reg.

Enquiry Number	C2123O0211 Dt: 21.09.2023
Tender ID	-
Tender Category	Products / Services
Order Type	Firm Order / Rate Contract
Mode of Tendering	Two Cover(Three part)
Number of Sources	Single / Two / Three / Multiple
Mode of enquiry	Open / Limited / Single (Nomination/ Proprietary)
Tender Stages	Single Stage: PQ & Commercial Stage Two Stage:1) PQ Stage-(Technical Bid & Commercial Terms) 2) Commercial Stage-(Price Bid)
Input Tax Credit	Applicable / Not Applicable
Evaluation Type	Item-wise / Item Rate (Schedule-wise / Tender level)
Currency Type	INR / Multi Currency (INR, Euro, US Dollar, Pound, Australian Dollar & Yen)
Applicability of EMD	Not Applicable / Applicable (1% / Fixed Amount / Partial Amount / Schedule-wise Amount)

1. Tenders are invited for Courier service for the DAK movement at Central Despatch & Courier services within SCCL for a period of 2 years.

The Approximate value of the enquiry is Rs. 48.00 Lakhs. Bidder shall submit bids with EMD of ₹25,000.00 (Rupees Twenty Five thousand only) for Item Sl. No.1 and EMD of ₹25,000.00 (Rupees Twenty Five thousand only) for Item Sl. No.2 in the form of Demand Draft in original drawn on any Nationalized / Scheduled Banks located in Kothagudem in favour of The Singareni Collieries Company Limited, payable at Kothagudem, Bhadradi Kothagudem District (Telangana State).Otherwise bid is liable for rejection.

2. Please quote prices in Annexure-V & VI (Price Bid) and also submit Annexure I, II, III, IV, VII, VIII, IX, X, XI, XII & XIII with full details along with signature and Seal of the Firm.

3. The offer shall be submitted in one sealed cover as under -

Annexure-V & VI (Price Bid) in one sealed cover.

All other documents in another sealed cover.

And these two sealed covers shall be kept in another sealed cover and to send the following address.

The General Manager (MP) The Singareni Collieries Company Limited, KOTHAGUDEM – 507 101. Bhadradi Kothagudem District, Telangana.
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ENQUIRY CLOSING DATE&TIME: 13.10.2023 & 10.30 AM

ENQUIRY OPENING DATE&TIME: 13.10.2023 & 11.00 AM

NIT DOCUMENT

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, e-mail. Bidders accepting the request are not permitted to modify the bid.
3. SCCL reserves the right to seek clarifications in respect of the bids from the bidders by letter / e-mail.
4. **NUMBER OF SOURCES & PURCHASE PREFERENCES :**

a. Number of sources:

Normally, SCCL floats enquiries for placing orders on single source only. However, depending up on the urgency / criticality, SCCL may float enquiries to place order on more than one source (maximum 4) as notified in the NIT subject to matching with L1 price on Landed Cost basis by qualified L2, L3, L4 firms and so on. In case, enquiries are floated to place orders on more than one source, the distribution will be as follows:

- i) For 2 sources in the ratio of 70:30.
- ii) For 3 sources in the ratio of 50:30:20.
- iii) For 4 sources in the ratio of 50:25:15:10

In case lead time and delivery schedule indicated in the offer or confirmed by the firm during techno-commercial negotiations before opening the price bid is not meeting the SCCL's desired lead time and delivery schedule as notified in the NIT, SCCL will have right to increase the number of sources till the notified lead and delivery schedule are met, subject to matching with L1 firm's firmied up price (on landed cost basis) by qualified L2, L3, L4 firms and so on. However, SCCL reserves the right to place order for the entire quantity on the L1 firm.

Irrespective of the number of sources, 50% of the quantity is reserved for SCCL Ancillary units for the Ancillarized items. The 50% reserved quantity will be distributed among the SCCL Ancillary Units participated in the tender by submitting valid bids, subject to matching with L1 firm's firmied up price. In case the Ancillary Unit / Units submitted bid / bids stood L1 or within the number of sources notified in the NIT, the reserved quota share will be over and above the share for which they are eligible as per NIT notification.

Bidders' shall note that in case any successful vendor fails to supply the ordered quantity, SCCL reserves the right to divert / redistribute the ordered quantity of defaulting vendor to the other successful vendors. The defaulting firm shall be levied with all penalties as per order terms.

b. Purchase preferences:

No purchase preference shall be given to SSIs / NSIC / MSMEs/Govt. Undertakings / PSUs / APHMEL except for ancillary units of the SCCL for Ancillarized items.

5. RIGHT TO REJECT THE OFFERS / CANCEL THE TENDER:

SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order / award of contract. The decision taken by SCCL in this regard shall be final.

6. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be dealt in accordance with the clause no 58.

7. COMMENCEMENT OF ORDER:

The Purchase order shall come into operation on the day of earliest receipt of communication about the release of Purchase Order or a day specifically mentioned for that purpose.

B. INSTRUCTIONS TO FILL TECHNICAL BID AND TECHNICAL TERMS & CONDITIONS:

- ~~8. New entrants for the enquired items/services shall clearly indicate their manufacturing facilities and technical capabilities to supply the enquired items/services or to carry out the work. SCCL may inspect the manufacturing facilities of Bidder's for ascertaining the capabilities of the firm to manufacture and supply the quoted items/services.~~
- ~~9. Bidders are required to quote as per the technical specifications or as per drawings or as per part numbers mentioned in the NIT document. In case of change in part Nos. both old and new part Nos. should be mentioned. Otherwise the offer may be liable for rejection.~~
- ~~10. In case, the enquiry is for procurement of Equipment / Plant & Machinery, technical leaflets, General Arrangement drawings, detailed specifications, detailed technical data, illustrated literature etc. shall accompany the bid. Otherwise the offer may be liable for rejection.~~
- ~~11. In case, the enquiry is for bulk procurement of Goods / Materials, SCCL may ask the bidders to supply samples to Central Stores, Kothagudem at free of cost on FOR destination basis, well before schedule date of closing of the tender. All samples submitted must be clearly labeled with the supplier's Name, Address and Enquiry Number. The firm shall give an undertaking that the bulk supplies will conform to the approved samples, otherwise the offer may be liable for rejection.~~
- ~~12. If the bidder is a manufacturer, the bidder shall submit a copy of valid manufacturing license along with the bid, where ever applicable. Otherwise the offer is liable for rejection.~~

~~If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer along with the bid. Otherwise, the offer is liable for rejection.~~

- ~~13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license and Test Certificates stating that the quoted item(s) are manufactured in accordance with the said specifications~~
- ~~14. Bidder shall accept the quantity tolerance limit, if any, as per NIT~~
- ~~15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.~~
- ~~16. In case, the Equipment/items enquired require approval of DGMS for use in coal mines / any other certification/ license requested in the NIT, Bidder must submit copy of valid DGMS approval/ any other certification/ license along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval / any certificate / license requested in the NIT is expired, the bidder shall submit documentary proof to the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval / any certificate / license requested in the NIT would be submitted before dispatch of the Equipment / Items to consider the offer.~~

~~However, in case of imported equipment/material, the bidder shall give an undertaking that copy of valid DGMS approval or field trial approval would be submitted before dispatch of equipment/material to consider the offer.~~

17. ELIGIBILITY FOR SUBMISSION OF BIDS: (Refer Annexure-I)

- ~~a. Manufacturers / Authorized dealers/Service Providers are eligible for submission of tenders.~~
- ~~b. In case of Limited / Nomination enquiry, offers from the firms to whom the enquiry was sent or their authorized dealers only will be accepted.~~
- ~~c. In case of Open enquiry for procurement of subassemblies / spares from Original Equipment Manufacturer or Original Equipment Supplier or Original Part Manufacturer or Proven Part Manufacturers, offers from them or their authorized dealers only will be accepted.~~

18. INSPECTION CRITERIA:

~~SCCL at its option may carryout inspection of the items enquired at manufacturer's site or at SCCL's site. SCCL may engage third party like RITES etc., to carry out such inspections.~~

19. QUALITY, WORKMANSHIP AND GUARANTEE / WARRANTY:

- ~~a. All Plant & Machinery, Equipment, Spares, Goods and Material offered shall be of best quality and workmanship and shall conform to the specifications stipulated in **Annexure II** / sample supplied and accepted, if any.~~
- ~~b. All Plant & Machinery and Equipment shall have supplier's Guarantee for material, design, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.~~

- ~~e. All subassemblies shall have supplier's Guarantee for material, design, workmanship and performance for a period of 6 months from the date of commissioning or 12 months from the date of dispatch, whichever is earlier.~~
- ~~d. All spares shall have supplier's warranty for rectification or replacement for any defects in material, design and workmanship noticed within a period of 6 months from the date of fitment or 12 months from the date of dispatch, whichever is earlier.~~
- ~~e. However, if other Guarantee / Warranty period is stipulated in **Annexure I** of NIT Document, the same shall prevail over.~~
- ~~f. The offer submitted with a Guarantee / Warranty less than the period stipulated in NIT document is liable for rejection.~~

20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: (Refer Special terms and Conditions)

ELIGIBILITY CRITERIA: (Refer Annexure-I)

~~Manufacturers based in India and foreign based manufacturers or their authorized dealers / agents are eligible to submit their bids. Where bids are submitted by authorized dealers, it is essential that specific authorization from the manufacturer against each tender indicating Tender Reference Number has to be enclosed, failing which the offer is liable for summary rejection.~~

PROVENNESS CRITERIA: (Refer Annexure-I)

- ~~a) The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / item offered or similar equipment / item of higher specification must have been supplied not prior to 7 years from the date of opening of tender to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.~~
- ~~b) If the equipment / Item offered is supplied and has been commissioned at SCCL, at least one year prior to the date of publishing of this enquiry, its performance will be considered for evaluation. However, bidders are invariably required to upload the previous order copies of SCCL, if any.~~
- ~~c) The bidders should essentially submit authenticated copies of supply orders received by them for the same /similar equipment / item offered with details.~~
- ~~d) Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.~~
- ~~e) In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted item or similar item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid. If the bidder submits two~~

~~consecutive orders from the same Govt. firm/Public Sector firm/same subsidiary with a gap of 12 months, performance reports will not be insisted.~~

- ~~f) In case of Private Sector, detailed Satisfactory Performance Report issued by Chief Executive Officer / Director (Head of Operations) / Head of the Project or Mining Unit shall be considered valid. In such cases, the name and designation of the signing authority should be clearly indicated in the Performance report and the reports should be authenticated and stamped by the bidder.~~
- ~~g) In case the bidder is unable to submit performance reports, a self-certification duly signed and stamped by the bidder, confirming that the equipment / item offered or similar equipment / item of higher specification, supplied to any Govt. sector / public sector, have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item and there are no warranty / guarantee claims pending, shall be considered. Self-certification is not acceptable for the supplies made to private firms.~~

~~FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.~~

- ~~h) In case, if at any point of time during procurement process or subsequently, it is detected that the above information given by the bidder regarding performance of the item supplied by them is false, SCCL reserves the full right to take action as deemed fit including rejection of the offer and / or debarring the bidder in SCCL for all future tenders.~~
- ~~i) In case the offered equipment / item or similar equipment / item of higher specification have been supplied by the tenderer or their authorized dealers to SCCL and if such equipment / item has completed required period of performance as stipulated above, for the purpose of ascertaining the provenness, the performance established in SCCL, as per internal performance reports obtained from user Areas/departments, will prevail over the performance reports issued by other firms submitted by the bidder. However, other performance reports submitted by the tenderer will be considered and the decision of SCCL will be final.~~

C. INSTRUCTIONS TO FILL COMMERCIAL BID AND COMMERCIAL TERMS & CONDITIONS:

21. EARNEST MONEY DEPOSIT (EMD):

Bidder shall submit bids with EMD of ₹25,000.00 (Rupees Twenty Five thousand only) for Item Sl. No.1 and EMD of ₹25,000.00 (Rupees Twenty Five thousand only) for Item Sl No.2 in the form of Demand Draft in original drawn on any Nationalized / Scheduled Banks located in Kothagudem in favour of The Singareni Collieries Company Limited, payable at Kothagudem, Bhadradi Kothagudem District (Telangana State). Otherwise bid is liable for rejection.

a. Submission of EMD:

~~It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through~~

~~ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms.No. 14 Dated: 18-09-2017. Bank charges on the transaction amount payable shall be applicable. In addition to this, Bidders can also pay the EMD through Download of PDF format of RTGS Challan for respective Payment gateway and pay the EMD through their Parent Bank account. Once the EMD is received by the E-Procurement application, Bidders can automatically continue with their Bid Submission online.~~

- ~~i) For the benefit of participating suppliers/contractors/bidders, to facilitate them for payment of EMD/refund facility, the Government decided to make transactions more transparent, the following should be followed for the payments:~~
- ~~ii) All the payments towards the EMD should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only.~~
- ~~iii) When the payment of EMD is made through Net Banking/RTGS/NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.~~
- ~~iv) When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.~~

~~b. Note Regarding EMD Payment:~~

- ~~i) Bidders are encouraged to use only Net banking facility for payment of EMDs as far as possible for faster refunds in case of unsuccessful Bids for the Tender.~~
- ~~ii) Bidders are advised not to use RTGS Challan downloads at the penultimate hour of Bid submission closing as any delay by their banker would not enable Bid submission on the platform. Please allow a minimum of 60 minutes for enabling "Continuation of Bid Submission" from the time the Pool Account receives credit of the EMD from the Bidder's Bank for both NEFT and RTGS Transfers. For RTGS Transfers, the Pool Account can get immediate credit whereas NEFT transfers would follow RBI Payment Cycle time.~~
- ~~iii) Bidders are advised to pay EMD Online at least T-1 or T-2 days before Bid submission closing date (T= Bid submission closing date) to avoid last minute delays and denials of successful Bid submission and to take care of any delays in Banking procedures.~~

c. EMD Refund process:

For Un Successful Bidder

- ~~i) The bid is declared unsuccessful, under the following circumstances.~~
- ~~ii) Bid submitted by the bidder is not the lowest bid.~~
- ~~iii) Upon Finalization of the L1 Bid.~~
- ~~iv) Technical / Commercial Disqualification of the Bid.~~
- ~~v) EMD paid but bid not submitted~~
- ~~vi) EMD refund will be initiated by the Tender Inviting Authority directly and through Online only and through the same payment channels as EMD received by the Department. (RTGS / NEFT /Credit Card /Debit Card refund), within 30 days from the date of publishing the Decision / Result.~~
- ~~vii) EMD of unsuccessful bidders will be refunded immediately by TSTS after the bidder is declared unsuccessful.~~

For Successful Bidder:

- i) EMD of successful bidders ~~will be transferred from TSTS to SCCL and SCCL shall be refunded on submission of Performance Bank Guarantee (PBG).~~
- ii) ~~Wherever PBG clause is not applicable, EMD of successful bidder will be refunded after faithful execution of the order.~~

d. ~~Note Regarding EMD Refunds:~~

~~Bidders are requested to use discretion in their choice of payment channel for remittance of EMD. Time taken for Refunds under Ideal conditions:~~

- i) ~~Net Banking / NEFT / RTGS Challan: One (1) Banking Business Day from time of initiation of refund by Tender Inviting Authority subject to RTGS/NEFT timings of RBI.~~
- ii) ~~Credit card/ Debit card: 7-10 working days from time of initiation of refund by the Tender Inviting Authority. However, this may be longer in case of certain bank cards. In case of delays, bidders are requested to contact the Card issuing Bank for faster resolution.~~
- iii) In case the offer is for all NIT items and for entire tendered quantity, EMD amount shall be as specified in the NIT.
- iv) ~~In case the offer is for part of the NIT items and / or quantity, EMD amount shall be 1% of offer value for the items / quantity quoted. If the EMD amount paid is lower than 1% of the offer value, the offer is liable for rejection.~~
- v) No interest will be paid on the EMD.
- vi) EMD paid against earlier enquiry will not be adjusted for the current enquiry.

e. Exemption for submission of EMD:

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) OEM / OES / OPM or their authorized dealers with tender specific authorization for supply of proprietary spares & services.
- iii) Foreign manufacturers for capital items, if they are Proven Suppliers to SCCL for the enquired items.
- iv) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act/ SSI/NSIC for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities / authorized dealers of other manufacturers.
- v) Ancillary Units / Subsidiaries of SCCL.

The Bidder exempted from submission of EMD shall upload the scanned copy of documents online in support of exemption, during bid submission; otherwise the offer is liable for rejection.

f. Forfeiture of EMD:

EMD of the Bidder will be forfeited with inclusive of GST in the following circumstances:

- a. Withdraws the offer during validity / extended validity period.
- b. Changes the terms and conditions of the offer during validity / extended validity period.
- c. Does not accept the LOA / order placed within the offer validity period / extended validity period, in accordance with terms & conditions of NIT, offer & negotiations.
- d. Breach of contract during execution, wherever PBG clause is not applicable.
- e. The information/documents submitted by the bidder proved to be false/incorrect.

22. OFFER VALIDITY:

Bidder shall keep the offer valid for a period of 6 months from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.

23. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit. A copy of valid documentary proof shall be enclosed.
- ~~d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.~~
- ~~e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.~~
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence.
 - i) GST Registration No
 - ii) IT PAN Registration No
 - iii) Turnover certificate duly certified by CA in case of unregistered bidder
 - iv) Certificate of provisional registration (Regulation 25) in case of composite bidder.

24. DELIVERY TERMS

I. For Domestic Bidders:

[The Indian Bidder must quote their unit rates in Indian Rupees only]

Bidders shall quote price on FOR Destination basis in Indian Rupees only.

The safe arrival of stores at destination shall be the responsibility of the

supplier. Prices quoted must be FIRM till delivery; otherwise the offer will be rejected. The bidder should quote their unit rate on FOR (Free on Road / Rail) destination basis as per the requirement of Price bid (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-works Price (ii) Packing & Forwarding charges, if any. (iii) Freight, Insurance, Installation Charges applicable, if any.

FOR destination: For bulk items point of delivery shall be mentioned as (Respective store). For other minor items point of delivery shall be the transporters' godown or respective stores at the following places:

KGM/Central stores — Godowns at Kothagudem;

MNG stores — Godowns at Manuguru;

YLD stores — Godowns at Yellandu;

BHPL — Godowns at Bhoopalpalli;

RG — II, RGII-OC3, RG — III OC1 & RG — III OC2 stores — Godowns at Godavarikhani / Ramagundam;

SRP & STPP stores — Godowns at Mancherial;

MM — Godowns at Mandamarri/Mancherial / Bellampalli;

Goleti stores — Godowns at Mancherial / Bellampalli.

I. — Overseas Supplies

Bidders shall quote price on FOB / CIF basis only. Loading will be done as mentioned below for evaluation on landed cost basis (i.e. FOR destination basis).

Computation of Landed cost in case of Import of Goods

Sl. No.	Particulars	Basic Customs duty @7.5%		
		FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-
1	FOB Price (Cost) C	100	100	
2	Marine Freight on FOB @ 10% other than USA / 12% USA	10	12	
3	Cost + Freight (1+2)	110	112	
4	Marine Insurance @ 0.035% of (3)	0.039	0.039	
5	CIF value (3+4)	110.039	112.039	100
6	Assessable Value (5)	110.039	112.039	100
6a	Basic Customs duty @7.5% on 6	8.253	8.403	7.500
6b	Social welfare surcharge @ 10% on 6a	0.825	0.840	0.750
6c	IGST @ 18% on (6+6a+6b)	21.441	21.831	19.485
7	Taxes on Assessable value (6a+6b+6c)	30.519	31.074	27.735
8	GST on Marine Freight [(2)*5%]	0.5	0.6	
8a	-GST on Marine Insurance premium [(4)*18%]	0.007	0.007	
9	Subtotal (6+7+8+8a)	141.065	143.720	127.735
9a	Port Handling & other charges @5% on FOB/CIF	5	5	5

Sl. No.	Particulars	Basic Customs duty @7.5%		
		FOB		GIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-
9b	GST on Port Handling and other charges [(9a)*18%]	0.900	0.900	0.900
10	Total cost (9+9a+9b)	146.965	149.620	133.635
11	Less: Input Tax Credit if yes (6c+8+8a+9b)	22.848	23.338	20.385
12	Landed cost Total after ITC (10-11)	124.117	126.282	113.250
13	Conversion factor for loading	1.24117	1.26282	1.1325

- ~~* Customs Duty, IGST, Compensation Cess applicable will depend on the classification of the goods imported (i.e., HSN Code). The same are to be changed according to the applicable rates for the relevant HSN Code.~~
- ~~* However, Customs Duty @ 7.5%, IGST@18% & Compensation Cess "NIL" is considered for the above stated computation as example only.~~
- ~~** Percentages adopted for computation of Marine Freight, Port Handling & Other Charges are as per the previous Standard NIT.~~

~~Bidder may quote in Euro / USD / AUD/ GBP / Yen. In case the bidder quotes in the said foreign currency, the exchange rate in Indian Rupees as on the date of price bid opening will be considered to arrive at the Landed Cost for evaluation.~~

25. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

a. Goods and Service Tax (GST):

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 6 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.
- iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
- iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.

- v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the “Certificate of provisional Registration” i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final “Certificate of Registration” i.e., FORM GST REG-06 after receipt of the same.
 - vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
 - vii) The Composition bidder shall submit “Bill of Supply” with the words “Composition taxable person, not eligible to collect tax on Supplies” for the supplies made by him
 - viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
 - ix) It is the responsibility of the contractor/supplier to quote the correct applicable rate of GST at the time of bidding. Any deviation from the same shall not be reimbursed by SCCL unless it is due to statutory variations. However, in case of change in law or applicable GST rates, applicable tax amount shall be reimbursed by SCCL as per applicable provisions.
- b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:

CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.

~~c. Royalty:~~

~~Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.~~

d. Any other Taxes / Duties applicable:

- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
- ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.

- e. In case the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.
- f. During the contractual delivery period / extended delivery period: Any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

26. INPUT TAX CREDIT (ITC): Applicable

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:

GSTIN (Provisional): 36AAACT8873F1Z1

PAN (Under Income TAX ACT, 1961) : AAACT8873F

- ii) At the time of evaluation of offers of the GST registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

27. ~~ERECTION & COMMISSIONING / REPAIR / MAINTENANCE CHARGES:~~

- ~~a. When the enquiry / offer require erection & commissioning of equipment at site, the bidder may quote charges for the same along with GST separately.~~
- ~~b. When the enquiry / offer are for repairs / maintenance with or without supply of spares (i.e. CMC / AMC), the bidder shall quote charges for the same along with GST separately.~~

28. SUBMISSION OF BIDS ON FIRM PRICE BASIS:

The price to be quoted shall be "FIRM" price and in case of order, shall remain "FIRM" till complete execution of the order. In case, against "FIRM" price, any variable price is offered such offers shall be rejected without notice.

However, if Price Variation Formula is stipulated in **Annexure-I** of NIT document, the same shall prevail over.

29. SCCL PAYMENT TERMS:

I. For Domestic Supplies:

Payment will be made by way of RTGS. RTGS charges if any will be to firm's account. If the firms opt for payment through cheque / DD, payment will be made accordingly. DD charges if any will be to firm's account. For RTGS

payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank. b) Branch Name. c) Branch Code. d) Account No. e) MICR Code. f) IFSC/RTGS Code.

a. ~~For Capital Items :~~

~~For regular commercial orders placed on domestic equipment manufacturers or their authorized dealers, 80% value of the equipment supplied along with 100% Taxes / Duties / Cess / Levies applicable as per terms and conditions of the order will be paid within 30 days from the date of receipt and acceptance of material at SCCL stores and balance 20% value of the equipment supplied along with 100% installation & commissioning charges, if any, will be paid within 30 days of installation & successful commissioning of the equipment.~~

b. For Revenue items:

For regular commercial orders placed on domestic suppliers, 100 % value of the items supplied along with 100 % Taxes / Duties / Cess / Levies applicable as per terms and conditions of the order will be made within 30 days from the date of receipt and acceptance of material at SCCL stores.

c. The above mentioned time lines for payments shall be applicable only if the supplier/contractor submits all required documents as mentioned in NIT/Order.

d. Tax retention clause:

The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10th of the month subsequent to the month in which "Time of Supply" arises.

In respect of orders where the entire order quantity is executed through a single Tax Invoice and if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the amount of tax contained in the Invoice will be withheld by SCCL till such time the invoice is uploaded in the GSTN Portal.

In respect of orders where the entire order quantity is executed in phased manner through multiple invoices or where staggered payment is made, if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the tax amount will be withheld from the payment made against subsequent Invoice till such time the invoice is uploaded. The final payment is subject to compliance of all formalities under GST by the supplier.

~~II. For Overseas Supplies:~~

~~100% FOB value shall be payable by way of an irrevocable divisible and unconfirmed Letter of Credit as mentioned below. Letter of Credit for 100 % FOB of consignment value* will be opened subject to acceptance of the order and submission of bank guarantee for 10% of respective consignment value. In case the firm wants confirmed Letter of Credit, the charges shall be borne by the firm.~~

~~i) 80% of FOB value of equipment & spares will be released at sight of shipping documents along with DGMS approval if required.~~

~~ii) Balance 20% of FOB value of the equipment along with 100% charges for erection & commissioning of the equipment, if any, will be released after successful erection, commissioning and testing as specified in the order.~~

~~iii) In case of spares, balance 20% payment will be released after receipt and acceptance of the material.~~

~~* (Consignment value is arrived based on the quantities to be delivered as per the delivery schedule specified in the purchase order)~~

30. DELIVERY SCHEDULE: (Refer Annexure - I & II)

~~i) Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno-commercial negotiations.~~

~~ii) In case of overseas suppliers: Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno-commercial negotiations or in accordance with the specified delivery schedule notified in the NIT as consignment wise letter of credit will be opened based on the delivery schedule.~~

31. LIQUIDATED DAMAGES (LD): (Please refer to Annexure-I)

~~In the event of supply/service not being effected within the contractual delivery schedule, liquidated damages @ 0.5% of basic price, not by way of penalty, of the value of the material/service per week of delay or part thereof subject to a maximum of 10% is recoverable from the supplier/contractor without prejudice to the rights of purchaser to procure the balance material/service at the risk and cost of the supplier/contractor. The payment or deduction of such damages shall not relieve the supplier/contractor from the contractual obligation to complete the supply/service or balance portion thereof in time as stipulated in the contract.~~

Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / contractor will be made along with applicable GST and the amount shall be adjusted with the payment to be made to the supplier / contractor against their bill/invoice or any other dues.

32. FORCE MAJEURE CONDITIONS:

Force Majeure conditions means the interruptions caused to supplies or works due to:

- a) Any riots or civil commotion.
- b) Any war or hostilities.
- c) Any natural calamities such as earthquake, Flood, Tempest and other natural and physical disasters.
- d) Any accident by fire or explosion.
- e) Any law and order proclamation, regulation/ordinance affecting the production /dispatch of the goods.
- f) Power interruptions due to grid failures.
- g) Court orders / Judgments
- h) International sanctions / embargo.

Any claim under force majeure should be submitted within 15 days of happening of force majeure conditions. The force majeure event shall be supported by a certificate from the appropriate authority.

If force majeure conditions continue to exist for more than 60 days, SCCL at its discretion can cancel the order without any penal consequences for SCCL.

33. PERFORMANCE BANK GUARANTEE (PBG):

- a. The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Bank/Private Bank incorporated in India having net worth of Rs.5,000.00 Crores and above for the previous Financial Year** as mentioned below as per Proforma enclosed (Annexure-XIII): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.
 - i. ~~10% of the order value for supply of capital items/ equipment/ annualized value of AMC/CMC/contracts.~~
 - ii. ~~5% of the order value for supply of sub-Assemblies / spares / other revenue items.~~
 - iii. ~~2.5% of the order value per year for supply of sub-assemblies/ spares / other revenue items on rate contract basis~~
- b. ~~The above PBGs shall be kept valid up to the Guarantee / Warranty period of the Equipment / Sub-assemblies of Equipment respectively.~~ For other revenue items and service contracts, the PBG shall be valid up to the expiry of the PO / Contract.
- c. The PBGs shall be further extended suitably in line with the warranty period of the last supplies and in line with any extension of the POs given subsequently, irrespective of intimation for extension from SCCL. Otherwise any loss to SCCL with regard to performance of the material / service (including short supplies), SCCL may recover the amount from any running bills of the relevant or any other POs of supplier / contractor.
- d. The claim period of the Bank Guarantee shall be 12 months over and above the Validity of the PBG
- e. ~~Further Bank Guarantee for 10 % of cost cap value of (spares and service supervision) which is high during the 08 years contract period is required to be submitted to GM (MP) at the end of first year. This bank guarantee shall be kept valid for a period of 3 months over and above the contract period.~~
- f. In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, consignment wise amount at the rates mentioned as per clause No. 33(a) will be deducted from bills payable to the firm against supplies made. The clause is not applicable for service contracts.
- g. In case the firm fails to fulfill Guarantee / Warranty terms of the order:

- i) The PBG submitted as mentioned at clause No. 33(a) will be invoked along with applicable GST.
- ii) The amount deducted as mentioned at clause No. 33(f) will be forfeited along with applicable GST.

h. The following are the Bank details of SCCL:

1	Name of the Beneficiary	The Singareni Collieries Company Limited
2	Name of the Bank	State Bank of India
3	Name of the Branch	Commercial Branch
4	Account Number	52095898948
5	IFSC Code	SBIN0004168
6	Bank Address	State Bank of India, LHO Premises, Bank Street, Koti, Hyderabad.

As the system of permanent BGs is dispensed with, the successful bidder though submitted Permanent Bank Guarantee have to submit Performance BGs as per clause 33.(a).

34. PRICE FALL CLAUSE:

Bidder shall pass on the benefit to the SCCL on its own, in case the bidder sells same item to any Public or Private sectors within a period of 6 months from the date of receipt of order at price less than the price offered to SCCL with same terms and conditions, otherwise, SCCL reserve its right to recover 1½ times the difference amount from the running bills anywhere in the company for the items delivered and to be delivered. In case the running bills amount is not sufficient, SCCL may give notice to pay the amount, the bidders shall pay the amount within 15 days of receipt of the notice, otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

35. RISK PURCHASE CLAUSE:

In case the supplier/contractor fails to deliver the goods / services within the delivery schedule prescribed in the order and SCCL is forced to purchase such goods / services from any other source at a higher price, the supplier/contractor shall pay the difference amount to SCCL. The defaulted supplier/contractor shall have no claim over the quantity, which they failed to supply the goods/service.

Additional expenditure if any will be recovered from running bills of defaulted supplier/contractor anywhere in the company. In case the running bills amount is not sufficient, the defaulting supplier/contractor shall pay the amount within 15 days of receipt of the notice from SCCL. Otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

36. QUANTITY VARIATION:

The bidder shall agree to accept part order at unit prices without limitation and accept to enhancement of ordered quantity/period up to 25% during the

order/contract validity period at the same price, terms and conditions of original order/contract.

37. UNSOLICITED DISCOUNT:

Suo-moto reduction shall not be considered for evaluation whether given before or after opening of price bids. If any bidder other than lowest offers suo-moto reduction in the prices after opening of the price bid, the offer shall be rejected out rightly. However, if there is a suo-moto reduction from the lowest bidder adjudged on the basis of comparative statement as per price bids before such reduction, the benefit of suo-moto reduction shall be availed of at the time of placement of order on the lowest bidder.

SCCL reserves the right not to accept the lowest bid.

- ~~38. If goods are supplied in standard packing, tins, bundles, sets, kits, pairs, clear details as to the contents of each standard packing with particulars like Numbers / weight / capacity and the rate per standard packing should be quoted.~~

~~In case of pairs, the rate per pair should be quoted. Weights quoted should be in Metric system only.~~

- ~~39. OEM or Manufacturers of sub-assemblies / spares or their authorized dealers while submitting offers shall submit current price list along with the offer.~~

D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

40. BIDDING CURRENCY:

Bidders shall submit price bid format as per e-Procurement format only. Bidders quoting for domestic supplies/services shall quote in Indian Rupees only. ~~However, bidders quoting for overseas supplies/service may quote in Euro / USD / AUD / GBP / Yen.~~

41. PRICE BID EVALUATION CRITERIA: (Please refer Annexure-I)

~~Domestic bids will be evaluated on Landed Cost Basis duly considering Tax Credits, if any, provided the same is notified in the NIT.~~

~~In case more than one offer are identical in all respects then, the bidder who submitted the bid first shall be treated as L1.~~

~~Foreign bids will be evaluated on Landed Cost Basis in Indian Rupees duly considering exchange rate as on the date of price bid opening and loading as mentioned at clause No. 23 (II) and Tax Credits, if any, provided the same is notified in the NIT.~~

GENERAL TERMS & CONDITIONS:

42. SUPPLY OF PLANT & MACHINERY, EQUIPMENT, SPARES, GOODS / SERVICE OF GOOD QUALITY, GOOD WORKMANSHIP, AS PER SPECIFICATIONS / SAMPLES:

- ~~a. In case the order is for supply of Plant & Machinery, Equipment, Spares, Goods/Service, all the Plant & Machinery, Equipment, Spares, Goods/Service~~

~~against the Purchase Order shall be of best quality and workmanship and shall conform to the specifications stated in the Purchase Order.~~

~~Where any Plant & Machinery, Equipment, Spares, Goods/Service is rejected on account of its not conforming to the specifications / samples or being of bad quality or workmanship or due to non-compliance to any other clause of the contract, the supplier shall promptly replace / rectify the rejected material or Plant & Machinery, Equipment, Spares, Goods/Service at the discretion and satisfaction of Singareni Collieries Company Limited. All expenditure incurred on account of such replacement / rectification shall be entirely borne by the Supplier/Contractor.~~

~~The Singareni Collieries Co. Ltd. also reserves the right not to seek any such rectification / replacement, but may desire the defective Plant & Machinery, Equipment, Spares, Goods/Service to be removed from the Company's premises and terminate the contract. In such a case the Supplier/Contractor shall remove the material as aforesaid at their cost and pay to the Singareni Collieries Co. Ltd., any money paid for the cost of Goods/Service in part or full together with interest within a period of 30 days on being informed to do so and in case of non-compliance by the Suppliers/Contractors, Company may proceed to recover the same by encashment of performance bank guarantee, recovery from the amounts payable to the firm for supplies/Service made against any other contract/order or recover the same by process of Law. SCCL can also invoke risk purchase clause in such cases.~~

~~The supplies/Service, which are rejected due to non-compliance to the specifications, 30 days notice will be given to the supplier/Contractor for removal of such goods/Service. Ground rent @ 1% per week will be charged and if the supplier/Contractor fails to remove such goods within 90 days, the same will be confiscated and disposed off by SCCL by way of Public Auction or other mode of disposal and proceeds will be appropriated towards ground rent and other charges.~~

- ~~b. In case the order is for Supply, Erection and Commissioning of Plant & Machinery, requiring inspection and test after erection at site, if the completed plant or any portion thereof is found defective or failure is noticed in any of the part, requiring fulfillment of contract, before the plant is taken over, the Singareni Collieries Co. Ltd., shall give the supplier Notice setting forth details of such defects or failures and the Supplier shall forthwith make the defective plant good, or alter the same to make it comply with the requirement of the contract. Should he fail to do so, within a reasonable time, Singareni Collieries Co. Ltd., may reject and replace at the cost of the Contractor the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirements of the contract.~~

43. IN CASE THE ORDER IS FOR SUPPLY OF EQUIPMENT / SPARES AND TO CARRYOUT ERECTION / REPAIR / MAINTENANCE Etc. AT SCCL SITE:

- a. The contractor shall pay not less than minimum wages to his employees deployed at SCCL site, as revised from time to time under the **Minimum Wages Act**, wherever applicable.

- b. The contractor shall contribute towards Provident Fund for his employees deployed at SCCL site, at the rate as revised from time to time under **The Employees Provident Fund and Misc. Provisions Act-1952**, wherever applicable.
- c. The contractor shall pay bonus as prescribed under payment of **Bonus Act**, wherever applicable, subject to a minimum as per law in the absence of adequate profits.
- d. Without prejudice to the Contractor's liabilities under the General conditions of Contract (GCC), the contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain Insurance cover from any Nationalized insurance Company in India under the **Employees Compensation Act** and any other Industrial legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to employees in the event of death, injury or accident to employees in the course of or in connection with employment, such policy(ies) in-respect of Employees Compensation, Insurance to be of value of not less than that of amount as per employees compensation act.

Should the contractor fail to take out and / or keep in force insurance as provided for in the foregoing sub-clauses, the owner shall be entitled (but without obligation to do so) to take out and keep in force such insurance(s) at the cost and expenses of the contractor in all respects, and without prejudice to any other rights and remedy of the owner in this behalf to deduct the costs and premium incurred therefore from amount becoming due to contractor from time to time.

- e. The contractor shall obtain **Labour Licence** from Assistant Labour Commissioner (Central) of the area as required and a copy of the same to be submitted to SCCL-
- f. The contractor shall not **Sub-Contract** the work ~~in whole or part without obtaining the prior written consent of SCCL.~~

The contractor shall, notwithstanding the consent, remain solely liable and responsible to SCCL, for and in-respect of the due performance of the contract and the Vendor's obligations there under.

44. **PACKING:**

~~Where contrary to the terms incorporated in the general terms and conditions of the Purchase Order regarding packing etc., if it is noticed that Suppliers have failed to take adequate precautions as to Packing, the Purchaser shall bring to the notice of the Supplier the damage noticed, if any, to the goods in such packages and request free replacement / rectification of the damages within a period of 20 days. On the failure of the supplier to do so, The Singareni Collieries Co. Ltd., reserves the right to get such rectification / replacement carried out from other sources and the amount spent on such rectification/replacement shall be deducted from the original Supplier's Bills.~~

~~Where the payment in full or major portion thereof, is already effected, it will be the responsibility of the Supplier, to rectify/replace the damages, failing which the Purchaser reserves the right to claim such an amount by the process of Law.~~

45. ~~Material should be booked to the consignee and not to self.~~

46. **DISPATCH DOCUMENTS:**

~~a. Domestic Supplies:~~

~~The supplier is responsible for obtaining clear receipt from the Transport Authorities specifying the goods dispatched. He shall not book any consignment on a 'Said to contain' basis. If he does so, he does it on his own responsibility. The Singareni Collieries Co. Ltd., will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'Said to contain' basis.~~

~~The Singareni Collieries Co. Ltd shall pay for only such stores as are actually received by them in accordance with the contract.~~

~~The following documents are to be submitted to the consignee i.e. Area Stores, along with each consignment.~~

- ~~i) Duplicate copy of Commercial Invoice / Taxable Invoice~~
- ~~ii) Packing list / delivery challan~~
- ~~iii) Original LR / RR~~
- ~~iv) Copies of Test certificates~~
- ~~v) Relevant valid IS Certificates~~
- ~~vi) Drawings, Operating & Maintenance manuals, wherever applicable.~~

~~The following documents are to be submitted along with each consignment to AGM(F&A) / DGM(F&A) of respective areas.~~

- ~~i) Original Commercial Invoice / Taxable Invoice in duplicate~~

~~b. Overseas Supplies:~~

~~The following documents are to be submitted in triplicate along with each consignment.~~

- ~~i) Certificate of origin.~~
- ~~ii) Commercial invoice.~~
- ~~ii) Packing list.~~
- ~~iii) Bill of Lading / Air Way Bill.~~
- ~~iv) Warrantee certificate.~~
- ~~v) Test Certificate.~~
- ~~vi) Certificate of conformity to order specifications.~~
- ~~vii) Certificate of shipment.~~
- ~~viii) Sea worthiness certificate.~~
- ~~ix) Copy of the valid DGMS approval wherever applicable.~~
- ~~x) Any other documents as requested by SCCL.~~

~~c. In case, the imported consignments are supplied by the Indian dealer in addition to the documents mentioned above, the dealer shall submit:~~

- ~~a. Valid authorisation letter from their principal's~~
- ~~b. Valid import license~~
- ~~c. Importer's invoice.~~
- ~~d. Bill of entry, evidencing import.~~

- ~~47. Wagon / Lorry loads will be weighed at the Wagon / Lorry weigh bridge of the Collieries and payment made on weights so recorded.~~
- ~~48. Goods must be booked at Railway's / Transporters Risk wherever possible so that open delivery may be taken and claims, if any, put up to the Railway for shortage or breakages which will also be intimated to the Suppliers. If Railway Receipt contains defective endorsement, the buyer retains the right to hold the supplier responsible for any shortage or damages. Against materials booked at owner's risk, if shortages or breakages are noted, the matter will be intimated to the supplier immediately for making goods shortage and breakage.~~

49. ~~DISPATCH TO WRONG DESTINATION:~~

~~Goods dispatched to wrong destinations and names of destinations / Rly. Stations mentioned wrongly, will not be accepted, and any expenses connected thereto, have to be borne by the Supplier. The Company reserves the right to reject the consignments in such cases.~~

50. BANK CHARGES:

- a. Wherever under this order full/part payment is accepted against documents sent through Bank, it is made clear that no Bank charges or Bank Interest would be paid. In case such interest is still charged, the Singareni Collieries Co. Ltd., reserves the right to refuse to retire the documents, altogether and resultant demurrages, rebooking charges, etc., would be entirely to suppliers account.
- b. The Singareni Collieries Co. Ltd., do not accept any conditions/stipulations for release of documents in certain number of days. However, the suppliers should ensure presentation of documents in time to see that no demurrage is incurred.

51. ~~DEMURRAGE / WHARFAGE:~~

~~In case where documents are negotiated through Bank, any consequential charges e.g., demurrage / wharfage charges, due to late retirement of documents on account of:~~

- ~~i) Violation of the inspection clause.~~
- ~~ii) Material despatched after expiry of delivery period without obtaining approval in advance for extension of delivery period.~~
- ~~iii) Despatch of materials not as per schedule / mode of dispatch / approved transporter as per P.O.~~
- ~~iv) Late receipt of invoice or~~
- ~~v) Due to violation of any other clause / clauses of the purchase order, will be to the vendor's account. Supplier would also be responsible for all such payments due to late receipt of RR/LR and other documents. Supplier shall advise the banker to accept payment as made by SCCL after deducting such charges for releasing the documents.~~

52. EXTENSION OF TIME:

Extension of delivery period will be granted in case of force majeure conditions. However, without prejudice to the foregoing rights, failure to deliver the goods/service as per schedule have arisen due to any reasonable cause, Singareni Collieries Co. Ltd., may grant extension of the time, provided the Supplier has applied in advance, for extension of Delivery Schedule, stating the reasons thereof on production of documentary proof and in such case levying liquidated damages for delayed deliveries may be waived fully or partly but decision of the Singareni Collieries Co. Ltd., in this matter shall be final. No material should be dispatched unless permission for extension of delivery period is obtained from the Singareni Collieries Co. Ltd., in writing and in such cases, the amount arising out of Liquidated damages for delayed supplies/service, should be deducted from the amount of invoice invariably or else the document will not be released and any loss due to demurrage / wharf age etc. will be to suppliers/contractors account only. The decision of the Singareni Collieries Co. Ltd., will be final and binding on the supplier/contractor.

53. CANCELLATION OF CONTRACT IN PART OR IN FULL:

If the Supplier/Contractor, in the opinion of the Singareni Collieries Co. Ltd., fails or neglects to comply with any of the terms and conditions of the contract or with any order issued there under then in such a case the Singareni Collieries Co. Ltd., shall without prejudice to any other right of remedies under this contract have the right and be entitled to cancel the contract by giving fourteen days, notice in writing to the Supplier/Contractor, without being liable to pay any compensation for such cancellation. The Supplier/Contractor, however will be entitled to be paid at contract rates after deduction of any amount due to the Government, for the works already completed, which in the opinion of the Singareni Collieries Co. Ltd., is in accordance with the terms of the contract. In the circumstances aforesaid, the Supplier/contractor shall, on demand by the Singareni Collieries Co. Ltd., or the authorised representative thereof, hand over immediately to the Singareni Collieries Co. Ltd., or the authorised representative of the Singareni Collieries co. Ltd., Stores components in possession or custody of the supplier/contractor without waiting for the payment of even settlement of any claim already made or intended to be made.

54. CONSEQUENCES OF BREACH:

a) Deliveries:

The delivery schedules are either furnished in the Purchase Order/Contract or given by the respective Areas. The time and the date of delivery of the Stores/place, stipulated in the Purchase Order/Contract, shall be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Should the supplier/contractor fail to deliver these goods/service or any consignment thereof, within the period prescribed for such delivery, the Singareni Collieries Co. Ltd., at their option, shall be entitled to take following action against the Suppliers/contractors.

- b) S.C.C.L. at their option may recover from the contractor towards liquidated damages a sum as indicated in the order subject to force majeure conditions which are to be substantiated with documentary evidence.

Or

Cancel the order and to purchase elsewhere without notice to the Suppliers on account and at the risk of the Supplier, the Stores not delivered or otherwise of a similar description (Whether or not the Stores ordered on others or exactly Complying with order pending, the decision of The Chief of Purchase in this regard will be final) without cancelling the contract in respect of consignments not yet due for delivery.

In the event of action being taken under (ii) The Supplier shall be liable for any loss which The Singareni Collieries Co. Ltd., may sustain on that account, but the Supplier shall not be entitled to any gain on Purchases made against default and to forfeit Security Deposit fully or in part.

- a. Whenever under this contract, any such money is recoverable from and payable by Supplier, the Singareni Collieries Co. Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which at any time thereafter, may become due from the Supplier in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Singareni Collieries Co. Ltd., on demand the remaining balance. The supplier shall not be entitled to any gain on any such Purchase.
- b. Performance Bank Guarantee will also be forfeited for any breach of contract.

55. LAWS APPLICABLE:

The contract shall be governed by the Laws of Indian Union for the time being in force. The marking of all Stores supplied must comply with the requirements of Indian Laws relating to the merchandise marks and all the Acts and rules made under such Laws.

56. INDEMNITY:

The supplier shall at all times indemnify the Singareni Collieries Co. Ltd., against all claims which may be made in respect of the Stores for infringement of any right reflected by the patent registration of design or trade mark shall take all risk of accidents of damage which causes failure of the supply.

DELISTING, SUSPENSION & BANNING OF BUSINESS DEALINGS

SCCL reserves its rights to remove the Supplier / contractor / firm / company / party from List of Approved Suppliers or to ban Business Dealings if a Supplier / Contractor / firm / company / party is found to have committed misconduct as also to suspend business dealings pending investigation.

i) SUSPENSION OF BUSINESS:

- a) If the conduct of any Supplier / Contractor / Firm / Company / Party dealing with the SCCL is under investigation by any Department, the Competent Authority may suspend business dealings with the Supplier / Contractor / Firm / Company / Party. The order of suspension would operate for a period not more than six months and may be communicated to the Company/Party.
- b) It is not necessary to give any show-cause notice or personal hearing to the Supplier / Contractor / Firm / Company / Party before issuing the order of suspension. However, if investigations are not completed in 6 months' time and the Competent Authority considers that suspension may continue beyond 6 months, Show Cause Notice may be given to the Supplier / Contractor / Firm / Company / Party concerned.

ii) *BANNING OF BUSINESS DEALINGS:*

If the investigations, prima facie, establish the misconduct of the Company/Party concerned, the Competent Authority may consider whether the misconduct prima facie established warrants removal from the list of Approved Suppliers or it is serious to ban business dealings. Such banning shall be done at corporate level only.

a) 'Competent Authority' for this purpose shall mean: Functional Director / GM (MP)

iii) *APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:*

The Company/Party may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to C&MD of SCCL. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing etc.

C&MD would consider the appeal and pass appropriate order which shall be communicated to the Company/Party as well as the Competent Authority.

57. SETTLEMENT OF DISPUTES:

1.0 Dispute resolution

1.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to Purchase Order / Contract / Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause No.2.

1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of Purchase Order /Contract/Agreement promptly, equitably and in good faith, and further agree to provide each other non-privileged records, information and data pertaining to any Dispute.

2.0 Conciliation

2.1. In the event of any dispute or differences arising directly or indirectly out of Purchase Order /Contract/Agreement or otherwise, the Parties undertake to use all reasonable endeavours to resolve such disputes amicably. In this regard, if the dispute is raised by the Contractor, he shall make a request in writing to SCCL for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the Contractor shall be entertained by SCCL.

2.2. If the disputes cannot be settled amicably, the disputes shall be taken for civil court as provided in Clause 3 below.

3.0 Civil Court

3.1. In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with Purchase Order /Contract/Agreement (except as to any matter the

decision of which is specially provided for by these conditions), or the performance of any of the obligations of SCCL and the successful bidder hereunder or referred to herein, including an issue or dispute as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") is not settled through negotiations, the respective parties can seek remedy through 'CIVIL COURT' having competent pecuniary and territorial jurisdiction or at competent court in Bhadradi-Kothagudem district and not by Arbitration.

No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein above mentioned.

58. WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:

Work under the contract, shall if reasonable, continue by mutual agreement during the arbitration proceedings, and no payment due to or payable by the Singareni Collieries Co. Ltd., will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

59. CORRESPONDENCE AFTER PLACING ORDER:

After placing the order/contract, correspondence related to issues regarding supplies, payments & penalties shall be made with the consignee only. In case the issues are not settled at consignee level, correspondence shall be made with the Area GM concerned. In case the issues are not settled at Area GM level, correspondence shall be made with GM (MP). In case the issues are not settled at GM (MP) level, correspondence shall be made with Director (Operations). In case the issues are not settled at Director (Operations) level also, correspondence shall be made with C&MD. Bidder is advised to visit SCCL's web site www.scclmines.com for name and address phone number, and e-mail ID of consignee, Area GMs, GM (MP), Director (Operations) and C&MD.

60. BRIBES & GIFTS:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof.

Any question or dispute to the commission of any offence under present clause shall be settled by the Singareni Collieries Co. Ltd., in such manner and on such evidence of information as they think it sufficient & their decision, shall be final and conclusive.

61. LIMITATION OF LIABILITY:

Except in cases of criminal negligence or will full misconduct, the aggregate cumulative liability of the Supplier shall in no event whatsoever, exceed the contract price of the equipment which caused such liability.

62. IN CASE OF MANPOWER CONTRACTS :

Contractor is responsible for any mischievous acts by himself or the persons working under his control. Any loss to SCCL due to the mischievous acts by himself or the persons working under his control will be recovered from the contractor.

NOTE : In case any specific mention is made on the above clauses in ANNEXURE-I, the same shall prevail over.

**For G.M. (Material Procurement)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.**

ANNEXURE-I

TECHNICAL TERMS AND CONDITIONS:

1.0 Eligibility:

- a. The tenderer should possess minimum experience of 02 years in courier service.
- b. The tenderers should enclose previous performance reports / order copies of the similar work executed in SCCL/Government/leading private Organizations. Tenders without previous order copies/performance reports may not be considered. Tenderers whose previous performance is not satisfactory, such tenders are likely to be rejected.

1.1 SCOPE OF WORK:

ITEM NO.1:

- a. The courier should collect daily DAK from corporate departments, outside departments of corporate area and from the couriers of other areas.
- b. The DAK so collected from corporate departments, outside departments of corporate area and from the couriers of other areas should be segregated area-wise, department-wise (corporate departments and outside departments of corporate area).
- c. The DAK so segregated as above should be handed over to the concerned corporate departments, outside departments of corporate area and couriers of other areas and in-turn collect the DAK from them.
- d. The above work is to be completed between **9.30 AM to 12.30 PM** and **1.30 PM to 5.00 PM** in two spells, on daily basis on all working days.
- e. The DAK is to be collected /handed over with proper acknowledgements.
- f. Details of the departments shown at Annexure-II

ITEM NO.2:

- a. The Courier should collect the dak every day from SCCL Head Office, Kothagudem (corporate) and deliver at Central dispatch of the GM's office of Srirampur (pertaining to SRP&STPP, MM and BPA Areas), Ramagundam – I (pertaining to RG-I, RG-II, RG-III & APA and BHP Areas), Hyderabad Office of SCCL, Khairatabad and collect the Dak related to Corporate from the above areas central dispatch between **3.00 PM and 5.00PM** to bring to Head Office, Kothagudem.
- b. The courier should deliver the dak duly packed in sealed covers daily in the morning hours between **8.00 AM and 10.00 AM** at central dispatch point in Head Office (Corporate), Kothagudem & dispatch point in GM's Offices of Srirampur (pertaining to SRP &STPP, MM and BPA Areas), Ramagundam – I (pertaining to RG-I, RG-II, RG-III & APA and BHP Areas), Hyderabad Office of SCCL, Khairatabad. In case, day of delivery happens to be a holiday, the dak should be delivered on the succeeding day.

- c. Acknowledgements have to be obtained from the addressees and a copy of the same is to be handed over to the Offices where the dak is collected within 2 days of actual date of handing over of the dak to the addressee.
- d. The tenderer has to quote the rate for **3000 kgs** per month & extra rate per kg over and above the **3000 kgs**.
- e. The DAK collected should be weighed only after area wise segregation in total into bundles. The successful tenderer has to get the details of the DAK weighed at Head Office Main Gate entrance Security Post and the weighment got recorded in a separate register maintaining for this purpose for outgoing DAK from the Corporate and inward DAK from areas. This is to be countersigned by both Security guard & DAK representative to avoid dispute. This will form a basis for release of monthly payment.
- f. Weighing machine will be available with the entrance of the Security cabin of Main Gate.
- g. The necessary stationery i.e. full size covers, long registers and small covers etc. should be procured by the contractor only for the purpose of recording and for sending DAK to areas.

1.2 Period of contract:

The contract is for a period of 2 years. However, performance for the first three (3) months shall be under observation. On satisfactory performance during these 3 months, the period of contract will be continued for further six months and thereafter half-yearly review will be done on implementation of conditions laid down as per NIT.

SCCL reserves the right to extend beyond the period of 2 years for six months at the same rates, terms and conditions of the order at the discretion of General Manager (Material Procurement)

- 1.3** Proper record should be maintained for DAK collected and delivered and the courier will be held responsible for receipt and delivering the DAK at respective destination / areas in-tact.
- 1.4** The dak movement should be done in sealed condition to maintain secrecy of the information.
- 1.5** The dak has to be carried by the person who is fully employed by the contractor for his courier service and no trans-shipment to other agency is permitted for the destination mentioned above.
- 1.6** Contractor will have to make own arrangements for transportation to collect and deliver the dak to suit the requirement of S.C.Co.Ltd and no extra payment will be made for this purpose. Authorized representatives of the contractor should be provided with Identity Cards.

- 1.7** **06** persons should be employed by the contractor and they should be paid minimum wages and other allowances, if any applicable, as per the minimum wages Act from time to time during period of contract.
Above 06 persons are to be daily deployed as follows.
- a) Against Item No. 1
At Corporate - 02 persons
 - b) Against Item No. 2
 - KGM to HYD (to & fro) - 02 persons
 - KGM to GDK & SRP (to & fro) - 02 persons
- 1.8** Contractor will have to make own arrangements for transportation to collect and deliver the dak to suit the requirement of S.C.Co. Ltd and no extra payment will be made for this purpose.
- 1.9** The persons engaged by the Contractor for the purpose of items quoted should be used exclusively for that purpose only.
- 1.10** The persons engaged on work should be provided with identity card & proper address and details of the persons along with contact numbers should be handed over to GM (MS), Corporate.
- 1.11** The dak should be duly packed and sealed and is to be acknowledged by contractor representative when collected. The dak has to be securely packed and carried in their bag/suitcase with locking arrangements. SCCL has the right to cross-check the weight and leakage at any point of time.
- 1.12** The company shall not in any way be liable to pay any compensation whatsoever, in case of loss incurred by the Contractor in consequence of any strikes, shortage of labour, fire, road accidents, riots, war, insurrection, or any other restraints imposed by other authorities or due to any reason beyond the control of the company.
- 1.13** The GM (MS) / Corporate Office, Singareni Collieries Co. Ltd., Kothagudem Collieries will be the authority to determine whether there is any failure on contractor's part in collecting and delivering the dak. However, contractor will have the right to appeal against such decision to General Manager (Material Procurement) S.C.Co. Ltd. and the decision of the General Manager (Material Procurement) shall be final and binding on the tenderer.
- 1.14** Acknowledgements have to be obtained from the addressees and the copy of the same is to be handed over to the Offices, from where the dak is collected.
- 1.15** The Contractor has to establish their local office at Kothagudem with Office & Residence Telephone / Cell / Fax facility, name of the in-charge of the Office and full address.
- 1.16** **Statutory Rules:**
- i. The contractor shall pay not less than minimum wages to his employees deployed at SCCL site as notified by the Central Govt., from time to time.

The contractor shall contribute towards Provident Fund for his employees deployed at SCCL site, at the rate as revised from time to time under **The Employees Provident Fund and Misc. Provisions Act-1952**, wherever applicable.

The contractor shall pay bonus as prescribed under payment of **Bonus Act**, wherever applicable, subject to a minimum as per law in the absence of adequate profits.

- ii. In addition, the Firm/Contractor will have to abide by all the provisions of all applicable statutes including labour, taxation and other laws applicable in its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules & Regulations, Notifications and Circulars issued from time to time by the Govt. of India or the State Govt. The Firm/Contractor is solely responsible for any sort of legal complications whatsoever in this regard. The Firm/Contractor at a later date shall not make any pleas of ignorance of relevant laws and shall not blame SCCL for any such, ignorance on their part. All the statutory taxes such as Income Tax, TOT, etc., must be borne by the Firm/Contractor and their rates applicable shall be as per government orders/amendments issued from time to time. SCCL shall not be responsible for any liability of what so ever nature under this contract. In case of any such liability, the SCCL stands indemnified by the Firm/Contractor.

The minimum wages to be paid as per latest Notification issued by Commissioner of Labour, Govt. of Telangana, is as furnished below. However, these wages are revised from time to time by Government of Telangana.
(As per Circular No.CRP/PER /IR/M/361/486, dt.27.04.2023 w.e.f. 01.04.2023)

Description	Wages for un skilled Rs. As per notified by the Central Govt.,
Basic(per day)	494.00
Total Basic per month (for 26 days)	12,844.00
CMPF (Employer's contribution) (12% of wages i.e. minimum wage including VDA)	1,541.28
Pension (@ 7.00% wages i.e. minimum wage including VDA)	899.08
Administrative charges (Non-Refundable @0.72%)	92.48
Bonus (@ 8.33%)	1,069.90
Total salary per month per person	16,446.74

The details of minimum wages applicable under the present contract as on date are furnished below.

The equal contribution of 7% towards pension and 12% of wages towards CMPF by contractors workers engaged on various outsourced activities through Contractors/Agencies in the SCCL and contractors respectively consequent upon the amendment of paragraph-3 of Coal Mines Pension Scheme, 1998 vide, Coal Mines Pension (amendment) Scheme, 2018 and Gazette Notification No. G.S.R.540 (E) dated.08.06.2018 issued by Joint Secretary to the Govt. of India,

Ministry of Coal, New Delhi communicated through the Ministry of Coal's letter No. 20/110/2/2016-CMPF (PRIW-III), dtd.13.06.2018.

a) The following contribution of Employee's (contractor's workers) & Employers (Contractors) towards Pension under CMP (Amendment Scheme 2018) and CMPF.

Contribution towards	Percentage of Employee's contribution (contractors employee)	Percentage of Employer's (contractors) contribution
Pension	7% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA) i.e. minimum wage including VDA	7% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA) minimum wage including VDA
CMPF	12% of wages i.e. minimum wage including VDA	12% of wages i.e. minimum wage including VDA
Administrative charges	-	0.72%

The rates will be firm for the period of contract. However, in the event of increase in Minimum Wages during the period of operation of the contract, such increases will be re-imbursed to the Contractor by SCCL to the extent the Minimum Wages exceed the rate awarded to the Contractor as per PVC clause mentioned here under.

Price Variation Clause:

The rate of wage component in the order price shall be revised at the following formula whenever the minimum wages are amended, as per the minimum wages Act:

$$RR = [OR + (NR-OR)] / \text{month}$$

Where,

RR = Revised Rate of minimum wages payable/month

NR = New Rate of minimum wages applicable/month.

OR = Old rate of minimum wages/day i.e. minimum basic wages indicated in the order.

Note: The above Price Variation Clause is applicable only for the wage component.

- iii) The payment of minimum wages to workmen will have to be made through banks. After releasing the first month's bill, the contractor has to remit the wages in to the respective bank accounts of all the workmen engaged by him on the work. For releasing payments of work done for the subsequent months, the contractor has to produce proof of having remitted the previous month's wages in to the respective bank accounts of personnel engaged by him.
- iv) The Contractor shall make necessary arrangements for enrolling all his workmen and staff as the members of the CMPF invariably. He shall deduct the employee's contribution towards CMPF and pension from their wages and deposit along with employer's matching share with the concerned

Regional Commissioner, CMPF. A certificate to this effect issued by the authorized official shall be submitted to GM (MS).

In case, any contractor's employee is already covered under EPF, he can continue his membership in EPF.

- v) Payment of Bonus under payment of Bonus Act 1965 to contract workers engaged on outsourcing activities through contractors / Agencies in SCCL @ 8.33% (Circular No. CRP/PER/IR/C/85/587, Dt. 08.05.2018).

1.17 Termination work:

1.17.1 Termination of work due to poor performance:

In case the service offered by the courier is not satisfactory, SCCL reserves the right to terminate the contract, besides forfeiting the PBG and recovery of penalty/charges from the bills.

- 1.17.2 SCCL reserves the right to cancel the contract work during the Contract period of Two years at any time without assigning any reason with one month notice.

- 1.17.3 The GM (MP) SCCL, Kothagudem, may terminate the contract with immediate effect without assigning any reasons, if he is of the opinion that the work is not conducted to his satisfaction and GM (MP) shall be sole judge in this regard.

- 1.18 As per the Circular issued by GM(Per)IR&PM, vide Lr. No. CRP/PER/IR/I/302/341, dated: 27.03.2023, Contractors have to make backlog entries of Registration Certificates issued manually under Contract Labour (Regulation & Abolition) Act, 1970 & Inter State Migrant Workers Act, 1979 are to be made on registration.shramsuvudha.gov.in of their registration certificates issued manually and later the Principal Employers can incorporate the list of Contractors with all relevant particulars and get amended their certificate of registrations through online.

- 1.19 If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the Firm and the SCCL is in no way concerned and responsible.

2.0 Commercial terms and conditions:

2.1 Payments:

- 2.1.1 Payment will be made by way of RTGS. RTGS charges if any will be to firm's account. If the Firm/Contractor opts for payment through cheque / DD, payment will be made accordingly. DD charges if any will be to firm's account.

- 2.1.2 The firm shall submit monthly invoices / running bills at the end of the every month and payment shall be made within 30 days of receipt of the bills at Corporate F&A department. 100% payment will be made against receipt of consolidated bill for the value of work executed during each calendar month i.e., from 1st day to last day of the month.

2.1.3 Monthly Consolidated bills will have to be forwarded along-with acknowledgement receipts/certificate obtained from the respective Offices / areas for the dak they carry every day to I/c of General Accounts / Corp., SCCL, Kothagudem, for arranging payment after scrutiny.

2.1.4 The payment will be subject to TDS recoverable as per statute

2.2 Taxes :

Goods and Service Tax (GST):

At present Extra @18%. Statutory changes, if any, are applicable during the contract period. The service is eligible for ITC.

2.3 Penalties:

2.4.1 In case of failure to carry out the courier service at any point of time during the contract period, the cost incurred to dispatch in any alternative arrangement will be deducted from the bills/ PBG under risk purchase clause.

2.4.2 In addition to the above the following is imposed.

- a. A penalty @ Rs.100/- per working day for Item No.1 and per working day per area for Item No.2 will be charged for non-delivery and non-collection of dak.
- b. A penalty@ Rs.50/- per working day for Item No.1 and per working day per area for Item No.2 will be charged for non-delivery and non-collection of dak with in schedule time in the morning and evening sessions will be levied.
- c. In addition to the above penalties, in case of **missing OR loss of DAK and documents carried by contractor, 50 % of the bill amount for that month will be recovered for item No: 2.**

The above penalties are levied subject to force majeure conditions as detailed at Clause No. 32 of NIT.

2.4.3 The SCCL will have the right to forfeit the PBG submitted by the contractor, in case of any loss of dak & documents carried by the contractor's representatives & performance is not satisfactory and also in case of failure to collect and deliver the dak at the respective destinations, for six consecutive days. In addition to forfeiture of PBG, the contract will also be terminated.

2.4.4 SCCL shall also have right to impose further penalties like nonpayment of Bills, black-listing Delisting, Suspension & Banning of Business dealings with the tenderer and recover extra charges like penalties. In case the pending bills and PBG amounts are not sufficient to meet the extra

expenditure incurred/to make up the losses by awarding contract to other agencies on higher rates, the SCCL have the right to recourse to the legal action against the tenderer for recovering the extra expenditure.

4.0 Price evaluation:

The L1 status of the bidders would be arrived based on the lowest monthly total value of Item SI.Nos.1&2. The bidder has to quote for both Item SI.Nos.1&2, if the bidder(s) does not quote for both Item SI.Nos.1&2 the offer of the firm shall not be considered.

The bidders are requested to quote basic rates independently for Item SI.Nos.1& 2

NOTE:

If more than one bidder stood in L1 status, the Successful Bidder will be selected through a lottery system to be drawn at O/o GM (MP), Corporate, KGM.

3.1 Offer validity:

Price quoted shall remain valid for 180 days from the date of opening of technical bid.

3.2 GENERAL INSTRUCTIONS

- a. The bids shall be submitted either in computer printouts/typed or written in indelible ink.
- b. The bids shall be submitted in English only. The price quoted shall be written both in figures and words. However, in case of discrepancy between the words and figures, the amount written in words shall only be considered.
- c. The bids shall be signed by the Tenderer or a person or persons duly authorized by the Tenderer to submit the tender. Such authorization shall be in the form of Power of Attorney and submitted along with the bid. The signature of the Tenderer should be attested by at least one witness. The name, occupation and address of the witness shall be stated.
- d. SCCL reserves the right to cancel the tender at any stage before award of work, reject any or all the offers without assigning any reason there of and the decision taken by SCCL in this regard shall be final.
- e. SCCL may solicit the Tenderer's consent for extension of the period of validity. The request and the responses thereto shall be made in writing or fax or e-mail. A Tenderer accepting the request shall not be permitted to modify its bid.
- f. The terms and conditions of the tender are divided into three parts i.e. Part 'A', Part 'B' and Part 'C'.

- a. Part 'A' contains technical terms and conditions.
- b. Part 'B' contains commercial terms and conditions.
- c. Part 'C' contains pricing terms and conditions.

g. Submission of offers:

- i. The Tenderer shall submit bids in three parts i.e. TECHNICAL BID, COMMERCIAL BID AND PRICE BID in three sealed covers (i.e. Cover 'A', Cover 'B' and Cover 'C') as detailed below, super scribing enquiry number, due date of submission of tender, due date of opening of the tender and name & address of the Tenderer.
- ii. All the three covers which are individually sealed and super scribed as mentioned above shall be kept in another sealed cover, super scribing enquiry number, due date of submission of tender, due date of opening of the tender and name & address of the Tenderer.
- iii. SCCL shall not have any responsibility for the misplacement or premature opening of the bids, if the details are not super scribed as mentioned above.
- iv. In case the Tenderer submits revised bid or more than one bid, the lowest bid only will be considered unless Tenderer clearly specifies which bid is to be considered.
- v. The Tenderers are advised to avoid correction to the extent possible. In case correction is inevitable, the same shall be struck off and written afresh and initialed by the person signing the bid. Erasing or over writing may result in rejection of the offer and no correspondence / dispute on this account will be entertained by SCCL.
- vi. Tenderer are requested to put their stamp and sign on all pages, give page numbers to all the pages of their offer including the enclosures in serial order and give index sheet for easy location.
- vii. Tenderers are requested to submit their offers accordingly at following address.

The General Manager (MP) The Singareni Collieries Company Limited, KOTHAGUDEM – 507 101. Bhadradi Kothagudem District, Telangana.
--

- viii. SCCL shall not be responsible for any transit delays. Tenders/Revised Tenders received after the scheduled closing time will be summarily rejected.
- ix. Cover 'A' i.e. technical bid & Cover 'B' i.e. commercial bid of all the Tenderers shall be opened at the O/o General Manager (MP).
- x. Technically and commercially qualified Tenderers shall only be informed of the date of opening of their Cover 'C' i.e. price bid, well in advance.

- xi. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the Tenderer.
- xii. Whenever corrigendum is issued, the same will be placed in company's web site www.scclmines.com only. The Tenderers are therefore advised to visit the said web site from time to time to keep themselves updated. However, corrigendum issued if any, will be sent by e-mail or fax or letter, to the Tenderers who have downloaded Tender Document from SCCL website / obtained from the office of GM (MP) SCCL.

Annexure – II**CORPORATE DEPARTMENTS****CORPORATE AREA**

Sl. No.	Office of	Sl.No.	Office of
1	C & MD	2	DIRECTOR (PA&W)
3	DIRECTOR (FINANCE)	4	DIRECTOR (OPERATIONS)
5	DIRECTOR (E&M)	6	DIRECTOR (P&P)
7	GM (CP&P)	8	GM(E&M) OCPs
9	GM(HRD)	10	GM (SAFETY)
11	GM(PERSONNEL)	12	GM(CIVIL)
13	GM(E&M)/UGM	14	GM (PURCHASE)
15	GM(F&A)	16	GM (F&A)(I.A)
17	GM (MS)	18	GM (I.T)
19	GM (E&M) MWS & Energy	20	AGM (F&A)/CORP
21	GM (I&PM)	22	GM(VIGILANCE)
23	GM(WELFARE&CSR)/EE	24	GM(IT)
25	AGM (PM WING)	26	GM(CMC)
27	DY .GM(IR)	28	LAW MANAGER
29	DY.GM(GEN.ACCOUNTS)	30	FM(IA)/CORP.
31	COMPANY SECRETARY	32	DGM(CPRMS)
33	AGM(RC)	34	MAIN GATE
35	I/C. HO CANTEEN	36	ATB CELL
37	GM(E&M), CHPs	38	GM(E&M), SOLAR POWER
39	GM (BD)	40	GM (PER) EE CELL

OUTSIDE DEPARTMENTS

Sl.No.	Office of	Sl.No.	Office of
1	CMO / MAIN HOSPITAL	2	GM (EDUCATION)
3	GM (STORES)	4	GM(EXPLORATION)
5	AGM(FORESTRY)	6	GM (R&D)
7	GM(QM)	8	GM(ENV)
9	GM (P&P)	10	GM(SURVEY)
11	GM(Security)	12	GM(ESTATES)
13	GM(CWS)	14	GM(TRANSPORT)
15	AGM(CIVIL)/ Building Dept	16	DY.GM(E&M)/MWS
17	MRS/Kgm, 3 Incline	18	DY.GM(E&M) /STORES
19	DY.GM((E&M) Auto WS	20	GM (Safety) Kgm Region
21	MD SUPER BAZAR	22	PM, ERP
23	GM (QM) Kgm Region	24	SE (PRESS)

OTHER GOVT. OFFICES

Sl.No.	Office of
1	COAL MINES PROVIDENT FUND
2	UNITED INIDA INSURANCE CO.
3	LIFE INSURANCE CORPORATION
4	COURTS
5	POST-OFFICE

PROFORMA FOR PERSONAL DETAILS

Affix Passport size photo
here.

1. Name of the Person/Company/Owner:

2. Address :
Permanent :

Local, if any :

3. Authorized representative :

4. Contact Nos.

Telephone :

Cell :

E-mail :

Fax :

(..... Company)

Signature of the owner/representative

Annexure IV

COMMERCIAL BID

1. EMD Details: NOT APPLICABLE
2. Details of the Tenderer:
 - a) In case of Sole proprietor:
 - Income Tax Permanent Account Number (PAN)
 - GST Registration. No.
 - b) In case of partnership firm:
 - Copies of Registered partnership deed duly certified by Gazetted officer.
 - Income Tax Permanent Account Number (PAN) of firm as well as individual parties.
 - GST Registration. No.
 - c) In case of limited companies:
 - Certified copy of memorandum and articles of association.

(TENDERER)

QUOTATION FOR ITEM NO.1

To
The GM (MP), S.C.Co.Ltd,
Kothagudem Collieries – 507 101

Dear Sir,

Sub: Courier service for the DAK movement at Central Despatch & Courier services within SCCL for a period of 2 years - Reg.

Ref: Enquiry No. C2123O0211 Dt: 21.09.2023

I / We submit my / our competitive offer for Courier Service for collecting the dak every day from SCCL, Corporate area Departments, outside departments of corporate area and from the couriers of other areas and handed over to the concerned corporate departments, outside departments of corporate area and couriers of other areas for a period of Two years as furnished hereunder.

GST NO : _____

HSN/SAC Code: _____

Tax Rate : _____

Sl. No.	Description	Rate per month Rs.
1.	Courier Service for collecting the dak every day from SCCL corporate departments, outside departments of corporate area and from the couriers of other areas and hand over to the concerned corporate departments, outside departments of corporate area and couriers of other areas and vice-versa (Exclusive of Taxes)	
2	Wages payable by SCCL (for 2 persons)	32,893.48
3	Total	
Total value in words:		

I / We have agreed to the terms and conditions stipulated in Tender Notice and enclosed the registration certificate, performance reports etc.

Postal address:

Yours faithfully,

Name :

Mobile/telephone number :

Email Id :

SIGNATURE OF THE TENDERER
(With Office Seal/Stamp)

Annexure-VI**QUOTATION FOR ITEM NO.2**

To
The GM (MP)
S.C.Co.Ltd.,
Kothagudem Collieries – 507 101

Dear Sir,

Sub: Courier service for the DAK movement at Central Despatch & Courier services within SCCL for a period of 2 years - Reg.

Ref: Enquiry No. C2123O0211 Dt: 21.09.2023

I / We submit my / our competitive offer for Courier Service for collecting the dak every day from SCCL, Head Office, Kothagudem to following areas of SCCL, Hyderabad and vice-versa, for a period of two years, as furnished hereunder.

GST NO : _____

HSN/SAC Code: _____

Tax Rate : _____

Sl. No.	From	To	Quoted Rate per month for 3000Kgs in Rs.
1	a) Central dispatch of Corporate Office, Kothagudem	Central dispatch of (i) Srirampur (ii) Ramagundam –I,	
	b) Central dispatch of (i) Srirampur (ii) Ramagundam –I,	Central dispatch of Corporate Office, Kothagudem	
	c) Kothagudem	Hyderabad	
	d) Hyderabad	Kothagudem	
2	Extra Rate per Kg over and above the 3000 KGs.		
3	Wages payable by SCCL (for 4 persons)		65,786.96
4	Total		
Total value in words:			

I / We have agreed to the terms and conditions stipulated in Tender Notice and enclosed the registration certificate, performance reports etc.

Yours faithfully,

Postal address:

Name :
Mobile/telephone number :
Email Id :

SIGNATURE OF THE TENDERER
(With Office Seal/Stamp)

ANNEXURE -VII

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
The General Manager (MP)
The Singareni Collieries Company Limited.,
Kothagudem Post.
Bhadradi Kothagudem District.
Telangana State.
PIN - 507101

Sub: Courier service for the DAK movement at Central Despatch & Courier services within SCCL for a period of 2 years - Reg.

Ref: Enquiry No. C2123O0211 Dt: 21.09.2023

Dear Sirs,

I/We offer to **Supply the Material / Provide Service** as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Supply/Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us** for which **I/we** shall have no claim against SCCL.

Yours faithfully,

(Signature of Bidder)

- 1.Name of Authorised Signatory :
- 2.Type of Authorisation :
- 3.Name of the Bidder :
- 4.Address :
- 5.e-Mail Address :
- 6.Mobile/Telephone Number :
- 7.Place :
- 8.Date :

ANNEXURE –VIII

Sub: Courier service for the DAK movement at Central Despatch & Courier services within SCCL for a period of 2 years - Reg.

Ref: Enquiry No. C2123O0211 Dt: 21.09.2023

Acceptance of Commercial terms and conditions by the Bidder.

SI No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Prices clause including Firm price on FOR Destination/FOB	Accepted
4	Submission of Import Document in case of Import & Supply by Agent	Accepted
5	Submission of Tax invoice	Accepted
6	Applicable Taxes & Duties	Accepted
7	Consignee/Destination Point	Accepted
8	Delivery	Accepted
9	Payment Terms	Accepted
10	Packing	Accepted
11	Liquidated Damages	Accepted
12	Risk Purchase	Accepted
13	Force Majeure	Accepted
14	Guarantee / Warranty as per Technical specifications of NIT	Accepted
15	Performance Bank Guarantee as per NIT	Accepted
16	Currency of Bid	Accepted
17	Price Fall clause	Accepted
18	General Terms and Conditions	Accepted
19	Civil court clause.	Accepted

Signature of the Bidder
Seal of the Firm

ANNEXURE – IX

THE SINGARENI COLLIERIES COMPANY LIMITEDOTHER COMMERCIAL INFORMATION

Sub: Courier service for the DAK movement at Central Despatch & Courier services within SCCL for a period of 2 years - Reg.		
Enquiry No. Enquiry No. C2123O0211 Dt: 21.09.2023		
SI No	Particulars	Details
1	Details of EMD (if applicable)	
2	Proof of being Manufacturer (for tendered item)	
3	Type of Registration (SSI/NSIC/DGS&D etc.)	
(a)	Document reference no. & date	
(b)	Issued by	
(c)	Registration Number	
(d)	Name of the Registering Authority.	
4	Validity of offer (180 Days From date of Opening of Techno-Commercial Bid)	
5	GST Details	
(a)	GSTIN	
(b)	Rate of GST	As quoted in Price Bid
6	Packing & Forwarding Charges (Inclusive/Extra- Rate in % to be indicated)	As quoted in Price Bid
7	Freight & Insurance charges (Inclusive/Extra -Rate in % to be indicated)	As quoted in Price Bid
8	PAN NO	
9	Payment details (for EFT)	
(a)	Account Name	
(b)	Banker's Name	
(c)	Branch	
(d)	Address, City/Town, District, State	
(e)	Account type	
(f)	A/c No & EFT No	
(g)	IFSC Code	
10	MSME (Applicable/Not Applicable)	
(a)	If applicable, indicate Registration No. & Registering Authority	
11	Vendor Code of the bidder (if registered in SCCL)	
12	Firm prices: (The prices quoted are FIRM On FOR Destination basis)	The prices quoted are FIRM On FOR Destination basis
13	Lead time required to commence the supplies (in weeks)	As per NIT
14	Supply Capacity (per month)	As per NIT

Note: All Taxes and duties mentioned in Price Bid / Commercial stage are only considered for evaluation.

**Other documents and undertakings to be submitted by firms on their letter heads
signed and stamped**

ANNEXURE – X

DECLARATION CERTIFICATE

We do hereby declare that the contents of the offer submitted vide No. _____ against this tender (Tender No. _____ dated _____) have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment /information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

i) I/WePartner/Legal Attorney/Proprietor / Accredited Representative of M/s..... declare that we are submitting our tender for the supply of materials vide our offer No..... dated

ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.

iii) All documents/credentials submitted along with the tender are genuine, authentic, true and valid.

iv) If any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law.”

Date:

Signature of the Tenderer

Place:

Seal of the Firm

NON-BANNING OR DELISTING CERTIFICATE

Our firm has not been suspended banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:
Place:

Signature of the Tenderer

Seal of the Firm

SELF CERTIFICATE FOR EXECUTION OF ORDERS

The items covered in the Supply Order copies enclosed with our offer have been fully executed without any complaint on account of performance of the products.

Date:

Signature of the Tenderer

Place:

Seal of the Firm

PERFORMANCE BANK GUARANTEE

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Bhadradri Kothagudem District (Telangana State) having agreed as per their order No. _____ to accept _____% Bank guarantee before making payment to make up the value of the equipment for the due fulfillment of the contract as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs. _____ (Rupees _____).

We, the Bankers, (_____) through our Regional Office at _____ for and on behalf of our constituents M/s. _____ hereby execute this Bank Guarantee undertake to indemnify The Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code. 507101, Bhadradri Kothagudem District (Telangana State) to the extent of Rs. _____ against satisfactory performance of the service to the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507 101, Bhadradri Kothagudem District (Telangana State) or their assignee by reason of any breach of terms by the Firm or as contained vide the terms of the accepted purchase order, during the period of _____ months from the date of dispatch or _____ months from the date of commencement are fulfilled for the good unto order.

We, the Bankers _____ further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507101, Bhadradri Kothagudem District (Telangana State) under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the Singareni Collieries Company Limited, Kothagudem Collieries Post Office PIN Code 507 101, Bhadradri Kothagudem District (Telangana State) or their assignee certifies that the terms and conditions of the tender have been fully and properly carried out by the contractor and accordingly discharged this guarantee subject however, that the Singareni Collieries Company Limited, Kothagudem Collieries Post Office, PIN Code – 507101, Bhadradri Kothagudem District (Telangana State) or their assignee shall have no rights under this performance Bank guarantee after expiry of _____ months from the date of its execution i.e., up to _____.

And we (The Bank) hereby undertake to pay any claim under the Bank Guarantee on mere demand without any demur to the Company without any reference to the Firm a sum not exceeding Rs. _____ for non-fulfilment of any of the terms and conditions of the contract by the Firm.

We, _____ (The Bank) further agree that if the demand is made by the Company for honouring the bank guarantee constituted by these presents we _____ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur within immediately from the date of such demand.

The very fact that we _____ (The Bank) decline or fail or neglect to honour the bank guarantee in any manner whatsoever is a sufficient reason for the company to enforce the bank guarantee unconditionally without any reference to the said Firm.

We _____ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the Firm and no protest by the said Firm can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

We _____ (The Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the SCCL in writing.

The guarantee shall remain in force for a period of months from the date of commencement in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we _____ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

The above Bank Guarantee is operational for all purpose at our _____ Branch, Hyderabad / Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our _____ Branch, Hyderabad / Kothagudem.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

Mail-Id :

List of documents to be submitted

SI No	Document name
1	In case of claiming exemption for EMD, copy of SSI/NSIC/MSME certificate
2	Commercial information
3	Letter of bid (LOB)
4	Acceptance of Commercial Terms
5	Copy of GST Registration Certificate and PAN
6	Declaration and No-banning certificate
7	Copies of Previous Purchase orders placed by SCCL / Government organizations / PSUs / Subsidiaries of CIL
8	Copies of Satisfactory performance report issued by Government organisations / PSUs/ Subsidiaries of CIL for the previous orders submitted.
9	(Other certificates as per NIT like BIS/IS Certification, Legal metrology approval, DGMS approval, Electric regulatory authority etc.)
10	Any other documents as per NIT

**INFORMATION TO THE BIDDERS FOR SUBMISSION OF BIDS
THROUGH e-PROCUREMENT**

1. Submission of Bid:

- ~~1. The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at www.eprocurement.telangana.gov.in by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://tender.telangana.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.~~
- ~~2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.~~
- ~~3. The system would only authenticate the Encryption certificate uploaded into the E-procurement system at the time of User Registration or updated through User profile. The bidder has to ensure that the uploaded certificate in the e-procurement system is used for the Bid submission and no other certificate though valid will not be recognized by the e-procurement system.~~

2. Registration with e-Procurement platform:

- ~~1. For registration and online bid submission bidders may contact HELP DESK. <https://tender.telangana.gov.in>~~
- ~~2. Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.~~
- ~~3. For obtaining Digital Signature Certificate, you may please Contact:~~

~~TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad, Hyderabad – 500004, Contact Helpdesk : 9177769764~~

~~(OR)~~

~~You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The lists of CAs are available by clicking the link <https://tender.telangana.gov.in/digital-signature.html#>~~

3. Tender Document:

- ~~1. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek~~

~~clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.~~

- ~~2. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.~~

4. Bid Submission Acknowledgement:

~~The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS is not responsible for incomplete bid submission by bidders.~~

5. Letter of Bid:

- ~~1. The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I(PQ). This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.~~
- ~~2. The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.~~
- ~~3. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.~~

6. Modification / Withdrawal of Bid :

- ~~1. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. However, any increase in quoted rate shall attract additional transaction fee for the increased value.~~
- ~~2. Bidders may withdraw their bids online within the end date of submission. There is no refund of transaction fee for withdrawal of bids.~~

7. Evaluation of Bid:

- ~~1. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process~~
- ~~2. PQ documents (Technical Bid) shall be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature~~

~~Certificate (DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions.~~

- ~~3. Initially, there will be a technical scrutiny report and commercial scrutiny report generated by the system itself. The copies of system generated technical and commercial scrutiny reports shall be available in the system and may be downloaded by technical department and MP/Purchase department respectively for separately carrying out the technical and commercial scrutiny. Subsequently, technical and commercial scrutiny generated by the system shall be scrutinised/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.~~
- ~~4. The system will generate a auto-response sheet based on the bidders' value. However, It will be scrutinized by Tender committee member of SCCL based on the uploaded documents. The summary of Tender committee recommendation of the Techno-Commercial Evaluation will be made available in the portal.~~
- ~~5. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.~~
- ~~6. The Commercial Bid (Price-bid) of the successful bidders (qualified in PQ) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.~~
- ~~7. SCCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be required in this regard. **Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.**~~

~~8. Shortfall Document:~~

- ~~1. The Purchaser may seek shortfall documents during the evaluation of the bids. Any form of communication with SCCL regarding submission of any additional documents will not be allowed.~~
- ~~2. These documents may be allowed to be uploaded within the specified time period indicating the "start date & time and end date & time" for online submission by the bidder. The above documents will be specified on-line under the link uploaded shortfall document. The bidders will get this information on their personalized dashboard under "upload shortfall document/ information" link.~~
- ~~3. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening~~

~~of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. Shortfall documents can be sought only once and due dates can't be altered.~~

~~**The bidders are requested to upload all the required documents as per NIT in support of their bids along with the bid itself, as seeking of short fall documents by SCCL is not mandatory.**~~

- ~~9. The final technical and commercial evaluation of the bids shall be done by the concerned Technical & commercial departments, which shall require approval of concerned HOD.~~
- ~~10. After the techno-commercial evaluation, as above, case may be put up to the tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.~~
- ~~11. After the short listing of techno-commercially acceptable bidders as above, the date and time of opening of Price bids shall be scheduled in the Portal and shortlisted firms shall also be informed through system-generated email and SMS alert.~~
- ~~12. The Price bid of shortlisted bidders (qualified in PQ bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate.~~
- ~~13. A system-generated comparative statement of landed cost will be duly vetted, before the case is put up for further processing. The Comparative Statement of Prices indicating the rates quoted by all the bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line.~~
- ~~14. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who have participated in the bid along with timing and date will also be kept preserved in the system.~~

~~15.TENDER CUM e-REVERSE AUCTION :~~

- ~~1. In case of Tenders involving Reverse Auction, the system will not disclose the name of the L-1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.~~
- ~~2. Reverse Auction will be initiated on the same day of opening of price bids.~~
- ~~3. The L1 price determined by the system in INR will be the start bid price(by considering the ITC applicability) on which the auction will be initiated.~~
- ~~**4. The e-reverse auction procedure is as follows:**~~

a) Critical tenders:

- ~~i. After opening the techno-commercial bids, the system will generate a auto-response sheet based on the bidder(s) value. However, techno-commercial evaluation of the tenders will be carried off line and it will be scrutinized by Tender committee members of the SCCL based on the uploaded documents. The Techno-Commercial Evaluation will be made available in the portal and a date & time will be notified to open the price bids and to conduct the reverse auction.~~
- ~~ii. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board. It will be the bidder's responsibility to check the status of their bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.~~
- ~~iii. All the Firms will receive, auto-generated e-mails and SMS regarding their eligibility for opening of price bids and date of opening of price bids to their registered e-mail IDs and cell phone numbers.~~
- ~~iv. On the scheduled day, price bids will be opened and reverse auction will be initiated.~~

b) Non-Critical tenders:

- ~~i. Upon opening of the price bids, a reverse auction platform will be created, displaying only the L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders. With this lowest price as base price, Reverse auction will be initiated for the bidders who are qualified based on the bidders response given in e-Portal and eligible for reverse auction.~~
- ~~ii. L-1 Firm will be evolved in reverse auction.~~
- ~~iii. The techno-commercial documents up loaded by the L-1 Firm will be evaluated and in case found techno-commercially qualified, LOA /Order shall be placed.~~
- ~~iv. In case L-1 Firm is found techno-commercially not qualified with the submitted documents along with the bid, L-1 Firm will be requested to upload the required documents under shortfall.~~
- ~~v. If the L-1 Firm is techno-commercially qualified, further process of tender will continue and order shall be placed under normal procedure.~~
- ~~vi. In case the L-1 Firm is techno-commercially not qualified even after giving chance to up load the documents under shortfall for 2 times, the offer of the Firm will be rejected, and suitable action will be initiated against the Firm as detailed below and offer documents of L-2 Firm will be taken up for evaluation.~~

- ~~vii. The evaluation of L-2 Firm shall be as same process explained above. In case L-2 Firm also found to be techno-commercially not qualified, offer documents of L-3 Firm shall be taken up. This process continues so on and so forth.~~
- ~~viii. The Firms will receive, auto generated e-mails and SMS regarding their eligibility for reverse auction and submission of documents under shortfall.~~
- ~~ix. It will be the bidder's responsibility to check the status of their Bid online at least once in a day after opening of bids. No separate communication will be made to the bidder in this regard. SCCL is not responsible for non-receipt of SMS / e-mail sent by the system. It is the responsibility of the bidders to be updated from time to time from their dashboard of e-Portals (<https://tender.telangana.gov.in>)~~

~~5. Selection of bidders for e-Reverse auction:~~

- ~~a) **Critical tenders:** All the techno-commercially qualified bidders, excluding H1 bidder, subject to a minimum of 3 bidders are left after excluding H1 bidder.~~
- ~~b) **Non-Critical tenders:** All the system evaluated qualified bidders, excluding H1 bidder, subject to a minimum of 3 bidders are left after excluding H1 bidder.~~

~~In both cases, if there is a tie-up price in H1, the bidder who submitted the bid later will be rejected.~~

~~6. Reverse auction shall be notified after opening of price bids with the following inputs:~~

- ~~i. **Reverse auction start price (base price):** Lowest landed cost of the price bids uploaded in e-Portal among the eligible bidders for reverse auction. This price shall automatically flows from bids opening window (Landed cost after ITC).~~
- ~~ii. **Minimum decrement value:** 0.5% of reverse bid start price or as given by the Tender Inviting Authority.~~
- ~~iii. **Maximum decrement value:** 2% of reverse bid start price at a time.~~

~~7. Efforts will be made to start the Reverse Auction (RA) as early as possible after opening of price bid and same will be intimated through SMS & e-mail by the e-Portal system. However, bidders are also advised to check the details in dash board daily.~~

~~8. Server time shall be the basis of Start time & Closing time for reverse bidding and shall be binding for all. This would be visible to all concerned bidders.~~

~~9. After notifying the e-reverse auction, shortlisted bidders for e-Auctioning will be able to view the auction details in the TS e-auctioning portal with registered login.~~

~~10. The initial auctioning period will be two (02) hours. Further there is a provision of auto-extension by 10 minutes. That is, the auction closing time will be extended by~~

~~another 10 minutes if any fresh bid is received in last 10 minutes. If no valid bid is received during last 10 minutes of initial auctioning period or extended auctioning period, then the e-auctioning process will get closed.~~

- ~~11. During reverse auction, system displays only the reverse bidding prices till completion of reverse bidding. Either purchaser or the participant will not know the names of participants and their price and status (L1,L2,L3...). Only lowest price will be visible to all bidders.~~
- ~~12. Bidders have to mandatorily apply their decrements suitably to beat the latest base price else, e-auction system will not accept their Bids. However, at no stage, increase in price is permissible.~~
- ~~13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.~~
- ~~14. After completion of reverse auction, system generates bidder wise comparative statement with L-1, L-2, L-3... status for all the bidders invited for reverse auction.~~
- ~~15. In case of disruption of service at the service provider's end, while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the Server end; the Reverse Auction Process will start again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the "Start Bid Price" for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. Disruption and restarting of RAP shall be intimated to all the bidders through system generated SMS/e-mail through e-auction portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.~~

~~However, in case of any such disruption at bidders end during the bidding process, the same is to the account of bidder and SCCL is not responsible for the same. Further the bidding process shall continue as it is with the participation of remaining bidders.~~
- ~~16. In all cases, SCCL's decision regarding selection of bidder through e-Auctioning or other wise based on first stage quotation submitted in e-Portal or to have negotiations or annulment of tender process shall be final and binding on all participating bidders.~~
- ~~17. Tender inviting authority reserves the right to re-conduct the e-reverse auction, if it is felt that there is abnormality in the e-reverse auction conducted.~~
- ~~18. Upon the finalization of L-1 value in reverse auction, the successful bidder will be allowed to give price break up of different items quoted by them limiting to final landed cost arrived in reverse auctioning after deducting offered discount. However, the rates given in such price break up should not be more than the prices quoted for individual items in their price bid. Otherwise, the division of L-1 value arrived in reverse auction among line items will be in the same proportion as quoted in price bid submitted by that bidder for awarding the contract.~~
- ~~19. [After e-reverse auction and arriving the lowest sum, the tender will be further processed and Letter of Award (LOA) / Firm order/ Service order will be issued to the successful bidder off line.~~

~~20. Penalty on the defaulting bidders (in case of applicability) who are techno-commercially not qualified in Non-critical tenders.~~

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter for part of items for which he is L-1.	50% of EMD amount or ₹ 1.00 Lakh whichever is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
(ii)	L-1 bidder is a defaulter for all items for which he is L-1.	100% of EMD amount or ₹1.00 Lakh whichever is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates.
iii)	L-1 bidder happens to be a defaulter in 2 tenders issued by the SCCL within a span of 1 (one) year	100% of EMD amount of 2nd tender is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year in SCCL.

~~i. A Bidder will be treated as defaulter and liable for penal action, if the information / declaration / scanned documents furnished / uploaded by them, in support of qualification / eligibility criteria / provenness / or any other criteria as per the NIT is found to be wrong / misleading / not furnished / could not be verified by documentary evidence at any stage they will be liable for punitive action.~~

~~ii. The bidders will have to give undertaking online that, if the information / declaration / scanned documents furnished by them, in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage they will be liable for punitive action.~~

~~21. Reverse bidding currency: The reverse bidding shall be conducted in Indian Rupees (INR) per unit only. In case of foreign currency bids, the exchange rate prevailing on the price bid opening date (TT selling rate of State Bank of India) shall be considered for conversion in to Indian Rupees. If the relevant day happens to be a Bank holiday, then the conversion rate as on previous bank (SBI) working day shall be taken.~~

For G.M. (Material Procurement)
_____The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries – 507 101.

LIST OF ITEMS IDENTIFIED FOR ANCILLARISATION

1.	M.S. Bolts & nuts
2.	Rivets, washers & screws
3.	Dog nails
4.	Fish plates, Nuts & bolts for fish plates
5.	Belt jointing pins
6.	Cable hooks and signal hooks
7.	Belt conveyor rollers
8.	Belt sections
9.	Resin Capsules
10.	Cement Capsules
11.	GI canisters
12.	Blasting Gallery – Spacers
13.	Radiator repairs
14.	Repairs and rewinding of motors of AC & DC
15.	Repairs / rewinding of Transformers (Welding / lighting/ power)
16.	GI wire
17.	Wire Mesh for long-wall salvage
18.	Manufacturing of supply of Electrical coils for AC motors up to 6.6 KV grade and Transformer coils up to 33 KV grade
19.	Repairs of rotors for electric motor
20.	Lighting cable
21.	Steel chock manufacturing
22.	House wiring
23.	All types of fan repairs
24.	Shovel bucket welding
25.	Repairs of pumps
26.	Couplings manufacturing
27.	Special steel and alloy castings (Tooth points, track pads, Mn steel casting)
28.	Manufacturing of fly ash bricks. (Not to be manufactured at stores site. It shall be at their own site).
29.	Manufacturing of pump components (spares).
30.	Transformer oil filtration
31.	Reconditioning of drill bits and drill rods
32.	Vulcanizing the old Trailing cables of drill machines, SDLs, LHDs, etc. (work should be carried out at the respective mine premises).
33.	Manufacturing of earth clams, G.I flats, G.I bolts and nuts.
34.	Manufacturing of earth pit components and erection.
35.	Crimping of hydraulic hoses.
36.	Repairs to hydraulic pumps, motors, control valves and other related components
37.	Refurbishing of LT & HT switches with OEM spares including testing.
38.	Manufacturing / repairs of slip rings & D-contacts.
39.	Furniture repairs i.e., cane chairs, table, almirahs, etc.
40.	Repairs to wet grinders, water purifiers, and water coolers
41.	Manufacturing of coupling bolts of all sizes
42.	Fabrication of OHT line components like cross arms, clamps, stay wires, cross brassings, base plates etc.
43.	Manufacturing of haulage rope drum rollers.
44.	All sizes of Ventilation doors.